

APPLICATION FOR PERMIT TO APPROPRIATE THE PUBLIC WATERS OF THE STATE OF NEVADA

THIS SPACE FOR OFFICE USE ONLY	
Date of Filing in State Engineer's Office	<u>SEP 28 2011</u>
Returned to applicant for correction	_____
Corrected Application filed	Map filed <u>SEP 28 2011</u>

The applicant Robert R. Depaoli and Debra M. Depaoli

<u>1415 Arobio Lane</u>	of	<u>Lovelock</u>
<small>Street Address or P.O. Box</small>		<small>City or Town</small>
<u>Nevada 89419</u>		
<small>State and ZIP Code</small>		

hereby make(s) application for permission to appropriate the public waters of the State of Nevada, as hereinafter stated. (If applicant is a corporation, give date and place of incorporation; if a copartnership or association, give names of members.)

1. The source of water is Leadville Canyon Spring
Name of the stream, lake, underground, spring or other sources.
2. The amount of water applied for is 0.008 cfs or sufficient water for 235 cattle
One second foot equals 448.83 gallons per minute.
 - (a) If stored in a reservoir give the number of acre-feet _____
3. The water is to be used for Stockwatering
Irrigation, power, mining, commercial, domestic or other use. Must be limited to one major use.
4. If use is for:
 - (a) Irrigation, state number of acres to be irrigated _____
 - (b) Stockwater, state number and kind of animals 235 cattle
 - (c) Other use (describe fully in No. 12) _____
 - (d) Power:
 - (1) Horsepower developed _____
 - (2) Point of return of water to stream _____

5. The water is to be diverted from its source at the following point: (Describe as being within a 40-acre subdivision of public survey, and by course and distance to a found section corner. If on unsurveyed land, it should be so stated.)

SE ¼ NW ¼, Section 17, T.37N., R.23E., M.D.B. & M., or at a point from which the NE Corner of Section 3, said Township and Range, bears N. 42° 4' 24" E., a distance of 18,978.0 feet.

6. Place of use: (Describe by legal subdivision. If on unsurveyed land, it should be so stated)

SE ¼ NW ¼ Section 17, T.37N., R.23E., M.D.B. & M.

7. Use will begin about January 1 and end about December 31 of each year.
Month and Day Month and Day

8. Description of proposed works. (Under the provisions of NRS 535.010 you may be required to submit plans and specifications of your diversion or storage works.) (State manner in which water is to be diverted, i.e. diversion structure, ditches and flumes, drilled well with a pump and motor, etc.)

Existing improved spring equipped with pipes and troughs.

9. Estimated cost of works: \$5,000.00

10. Estimated time required to construct works: Completed

(If the well is complete, describe works.)

11. Estimated time required to complete the application of water to beneficial use: Five (5) years

12. Provide a detailed description of the proposed project and its water usage (use attachments if necessary): (Failure to provide a detailed description may cause a delay in processing.)

Applicant has a cooperative agreement with the US BLM to maintain the existing works of diversion as part of Applicant's grazing allotment. Said Agreement is enclosed as Attachment "A" to this application.

13. Miscellaneous remarks:

Spring is located on public lands administered by the US BLM and lies within the Leadville Grazing Allotment. A copy of the grazing permit showing Robert R. Depaoli as the allotment holder is on file under Application 80605. Wildlife that customarily utilize this water source shall continue to have access to it.

gregb@tecreno.com

E-mail Address

(775) 352-7800 extension 227

Phone No.

APPLICATION MUST BE SIGNED BY THE APPLICANT OR AGENT

2011 SEP 28 PM 12:04

Gregory M. Bilyeu

Type or print name clearly

Signature, applicant or agent

TEC Civil Engineering Consultants

Company Name

9480 Double Diamond Parkway, Suite 200

Street Address or PO Box

Reno, NV 89521

City, State, ZIP Code

Attachment "A"

08/17/2011 10:02 2132221	ROBERT R DEPAULI	OFFICE USE ONLY	PAGE 02
UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT COOPERATIVE AGREEMENT RANGE IMPROVEMENTS AND CONSERVATION PRACTICES		Expires Indefinite	EXTENDED TO Indefinite
		Job Number(s) 4267	
		Job Name(s) Leadville Canyon Spring	

1. I, (We) Gabica-Royels 7Z Ranch of P.O. Box 97
 of Fernley, NV 89408
 of
 of
 and of

hereinafter called cooperator(s) and the United States of America, by the Bureau of Land Management, hereinafter called the Bureau, for and in consideration of the mutual benefits hereunder, and in accordance with the Taylor Grazing Act (43 U.S.C. 315, 315a-r), as amended, and the National Soil Conservation Act (16 U.S.C. 590a-q(1)), as amended, do enter into this cooperative agreement for the construction and/or maintenance of range improvements, installation of conservation works or establishment of conservation practices, hereinafter referred to collectively as improvements, for the benefit of the public lands and of the cooperator(s).

2. The improvements known as the Leadville Canyon Spring

☐ will be ☒ are located upon: NW ¼, Sec(s). 17, T. 37 N.,
 R. 23 E., Meridian,
 County of Washoe, State of Nevada

3. IT IS MUTUALLY AGREED:

(a) The parties hereto will furnish labor, materials, and equipment as required, the total cost or value not to exceed the amount listed below for each of the parties respectively for the initial construction and/or installation of the improvements indicated in paragraph 2.

NAME(S) OF COOPERATOR(S)	ITEMS	TOTAL COST OR VALUE
Gabica-Royels 7Z Ranch	Normal maintenance. This agreement	\$
	covers maintenance on an existing	
	project completed in 1972.	
BUREAU OF LAND MANAGEMENT		

Attachment "A"

Bureau, cooperator(s) will promptly supply labor, materials, and equipment as specified in paragraph 3(a) as required. Contributed materials in excess of the amount required shall be returned to the contributor. Equipment contributed shall be returned promptly following completion of the work. Work will be conducted under the supervision and direction of the authorized officer and shall be pursued with diligence until completed.

4(a) The cooperator(s) shall be liable, jointly and severally, for the repair and maintenance of the improvements following completion, in good and serviceable condition. The cooperator(s), without further notice from the authorized officer shall do the necessary work promptly. If work is not performed as necessary, the authorized officer shall notify the cooperator(s) and specify a period within which to complete the work as required.

(b) In event the cooperator(s) default in the repair and maintenance of the improvements the authorized officer may do or cause such work to be done for and in behalf of the cooperator(s); and the necessary cost and expense thereof shall become a charge and obligation upon and shall be paid by the cooperator(s). It is further understood in case of default that any permit, license, or lease may be cancelled and may not be renewed or extended or any assignment thereof may not be approved unless and until all charges and costs owed by the cooperator(s) hereunder shall have been paid; and provided that the Bureau may pursue such other remedies, legal or administrative, as may be authorized.

(c) Repair and maintenance, as herein required, shall mean normal upkeep and maintenance necessary to preserve, protect, and prolong the useful life of the improvements, but shall not include major repairs where the damage is due to floods, earthquakes, or other acts of God, or fire not the result of fault or negligence of the cooperator(s) as determined by the authorized officer.

5. IT IS FURTHER AGREED:

(a) Title to the said improvements in place, together with all labor and materials furnished by either party and used in the construction and maintenance thereof, shall be in the United States of America. The improvements may be removed, in whole or in part, during the term of this agreement or any extension thereof, by mutual consent of the parties or by direction of the authorized officer; such removal shall be made by the cooperator(s), or by the Bureau at its option. Upon removal of the improvements, any salvageable materials, after deducting an amount to compensate for

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tive contributions to the initial construction of the improvements. The parties shall take possession and remove their portion of the salvaged materials within ninety (90) days after first notification in writing that such material is available; upon failure to do so within the time allowed, the materials shall be deemed to have been abandoned and title thereto shall thereupon vest in the United States.

(b) During the course of salvaging material, the United States assumes no responsibility for the protection or preservation of said material.

6. If the cooperator(s) shall assign or transfer his interest in any grazing permit, license, or lease embracing the lands upon which the improvements are constructed or in connection with which they are used, the cooperator(s) may include in such assignment or transfer his interest in this Cooperative Agreement, including his right to the use of the improvements and to his proportionate share of the salvageable material. Before the assignee or transferee will be recognized as successor to the cooperator(s)'s interest hereunder, such assignee or transferee will be required by the authorized officer to accept an assignment of this agreement and agree to be bound by the provisions respecting the use and maintenance of the improvements.

7. The cooperator(s) use of the improvements will be in conformance with the regulations and any stipulations of a permit, license, or lease.

8. This agreement shall not accord to cooperator(s) any preference, privilege, or consideration with respect to any permit, license, or lease not expressly provided herein or in the rules and regulations governing such permit, license, or lease.

9. Items 2, 3, and 4(a) of this agreement may be modified or cancelled by written agreement of the parties, which agreement shall become a part hereof.

10. This contract is subject to the provisions of Executive Order No. 11246 of September 24, 1965, as amended, which sets forth the nondiscrimination clauses. A copy of this order may be obtained from the authorized officer.

11. This agreement shall remain in full force and effect until Indefinite, 19 unless (1) sooner terminated by mutual written consent of the parties, or (2) is terminated by the authorized officer after notice in writing because of the cooperator(s) default or violation, or (3) is terminated by the authorized officer after notice in writing because the im-

Attachment "A"

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12. Special conditions

Normal maintenance and upkeep is defined as:

The labor and material required annually to keep an existing spring (and pipeline) in a condition adequate to satisfy the proper distribution and maintenance of livestock. Normal maintenance and upkeep will include cleaning the spring head box, inlet and overflow pipes and trough(s) (overflow pond, if present) of debris, repair of broken or split pipe, and other repairs not requiring major expenditures or heavy equipment.

COOPERATOR(S)

THE UNITED STATES OF AMERICA

Mary Ann Lopez
(Signature) (Date)

State of Nevada

(Signature) (Date)

District Winnemucca

(Signature) (Date)

By Brad Hines
(Signature)

(Signature) (Date)

Acting Area Manager
(Title)

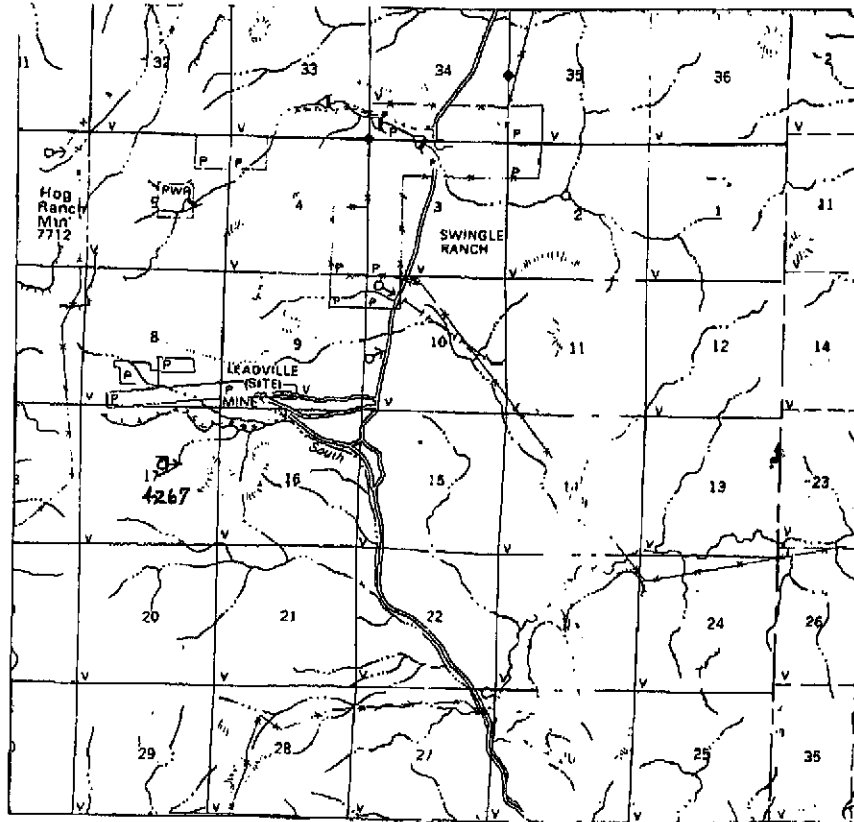
Attachment "A"

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LOCATION PLAT



Attachment "A"

02/14/2011 11:41 2732227
(September 1989)UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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FOR BLM USE ONLY

ASSIGNMENT OF RANGE IMPROVEMENTS

INSTRUCTIONS - Prepare four copies. Submit original to assignor and one copy each to the assignee, case or lease file, and District project file.

State.....	N	V			
Office.....	0	2	0		
Operator No.	2	7	2	0	0 2

I HEREBY ASSIGN all my right, title, and interest to (name of assignee)

Robert R. Depauli

improvements authorized by the following ☒ Cooperative Agreements (Form 4120-6) and/or ☐ Range Improvement Permit
(Form 4120-7) project(s) listed below

NUMBER	TYPE	NAME	LOCATION*
X 520983	A	Butte Spring ok	21 0380N 0230E 004 SESE
X 520984	A	Harry Spring 1 ok	21 0380N 0240E 028 NWNW
521033	A	Leadville Cattle Guard	21 0380N 0230E 020 NENE
X 521063	A	Willow Creek Reservoir 1 K	21 0380N 0230E 023 SENW
✓ 524053	A	Leadville Allotment Fence se	21 0370N 0230E 028 0000
✓ 524073	A	Leadville Allotment Fence ok	21 0370N 0230E 028 W2
X 524171	A	Leadville Allotment Fence Int. ok	21 0370N 0230E 014 SESE
524174	A	Swingle Spring Pipe	21 0370N 0230E 010 SWSW
524175	A	Leadville Fence Spring (Whiskey Spring) ok	21 0370N 0220E 035 SESE
524176	A	Horseshoe Spring (Bath tub)	21 0380N 0230E 010 NENW
524216	A	Swingle Ranch Spring (Choke Spring)	21 0370N 0230E 010 SWSW
X 524265	A	Smokey Spring ok	21 0370N 0230E 013 SENW
524267	A	Leadville Canyon Spring	21 0370N 0230E 017 NWNW
524268	A	Lost Spring (Whiskey Spring)	21 0380N 0230E 011 NENE
524284	A	Willow Creek Cattle Guard	21 0380N 0230E 023 SWSW
524345	A	Swingle Pipeline Ext.	21 0370N 0230E 008 SW
524346	A	Lower Cattle Guard	21 0370N 0230E 010 NENW
524376	A	High Rock Lake Cattle Guard	21 0390N 0240E 006 SWSW
524412	A	Buckhorn Spring & Reservoir (Hound tracks)	21 0370N 0230E 020 NWNW
524578	A	Fly Canyon Cattle Guard	21 0390N 0240E 004 SWNW
524621	A	Border Cattle Guard	21 0390N 0240E 030 SWNW
524735	A	Swingle Cattle Guard	21 0370N 0230E 003 NENW

Bureau of Land Management
Received
MAY 17 2002
Field Office
Winnemucca, NevadaBureau of Land Management
Received
JUL 05 2002
Field Office
Winnemucca, Nevada

Date 5/16/02

Signature of Assignor

Nick B. Stewart